Winchester Road @ IL Rte. 21; Intersection Improvement:	
Consultant Agreement.	
	Accounts Payable (1) cert.
	Transportation (2) cert.
STATE OF ILLINOIS)	
·)	
COUNTY OF LAKE)	•
COUNTY BOARD, L.	AKE COUNTY, ILLINOIS
ADJOURNED REGULAR SEPTEM	ABER, A.D. 2007 SESSION
	MARCH 11, A.D., 2008

MADAM CHAIR AND MEMBERS OF THE COUNTY BOARD:

A joint resolution authorizing the Chair of the County Board, the County Clerk and the County Engineer to execute an agreement between Lake County and Christopher B. Burke Engineering, Ltd, Rosemont, IL for the provision Phase II engineering services (Design Engineering) for installation of a southbound to westbound right turn lane on IL Rte 21 and an extended east bound to north bound left-turn lane on Winchester Rd (County Highway 69) to accommodate the proposed Lake County Permit Facility, at a cost of services described of \$86,617.39. This resolution appropriates \$105,000.00 of Matching Tax funds for these engineering services designated as Section 07-00151-19-CH.

WE RECOMMEND adoption of this Resolution.

Aye Nay	Aye Nay
Aliana O'lels	014/1 x_
Vande Stund	Chair Hair Les
Vice-Chair Ann B. Mais	Vice-Chair Vice-Chair
Jeres Donglas V	Spread pourties 1
Samuel Start	Carol Calabera 2
Lucan L. Bravenhoot V _	Drana O Keely

RESOLUTION

WHEREAS, Winchester Rd (County Highway 69) is a designated route on the county highway system; and

WHEREAS, the proposed Lake County Permit Facility to be situated upon the County's property in Libertyville, Illinois will have traffic impacts upon the intersection of Winchester Road @ IL Rte. 21; and

WHEREAS, in order to accommodate said traffic impacts it would beneficial to improve the intersection of Winchester Road at IL Rte. 21 by widening and resurfacing to provide a southbound to westbound right-turn lane on IL Rte. 21 and an extended eastbound to northbound left-turn lane on Winchester Road; and

WHEREAS, it is advisable that a consulting engineering firm be employed to provide said Phase II engineering services (Design Engineering); and

WHEREAS, Lake County, by and through its Division of Transportation has selected a professional engineering services firm in accordance with the Local Government Professional Services Selection Act (50 ILCS 510/1 et. seq.)

WHEREAS, Christopher B. Burke Engineering, Ltd., Rosemont, Illinois are consulting engineers skilled in the provision of said Phase II engineering services (*Design Engineering*).

NOW, THEREFORE BE IT RESOLVED by this County Board of Lake County, Illinois, that Christopher B. Burke Engineering, Ltd., Rosemont, Illinois be employed to provide said Phase II engineering services (*Design Engineering*) and that the Chair of the County Board, the County Clerk, and the County Engineer of Lake County are authorized, and they are directed to execute on behalf of Lake County an

agreement for consultant engineering services between Lake County and Christopher B. Burke Engineering, Ltd., Rosemont, Illinois. The County Engineer shall transmit in writing the final agreement to be executed by the Chair of the Lake County Board, and the County Clerk.

BE IT FURTHER RESOLVED that there is hereby appropriated \$105,000.00 of Matching Tax funds for these construction engineering services designated as Section 07-00151-19-CH.

BE IT FURTHER RESOLVED that this agreement be administered in accordance with Chapter 605, Act 5, Section 5-205.2 of the Illinois Compiled Statutes without further Board action providing the final contract cost chargeable under the funds appropriated herein does not exceed the appropriation aforesaid.

Dated at Waukegan, Illinois this 11th day of March 2008

Lal Tra	nsp nshir nty e	ounty Division of ortation	LOCAL AGENCY	Illinois Departmer of Transportation Preliminary Engineering Services Agreement For Motor Fuel Tax Funds		CONSULTANT	Name Christopher B. Burke Engineering, Ltd. Address 9575 W. Hiddins Road. Suite 600 City Rosemont State IL		
Age impi supe	ncy rove ervis	ment of the above SECTION. sion of the State Department o	ER) a Moto Trar	and covers certain professional ear Fuel Tax Funds, allotted to the asportation, hereinafter called the bribed under AGREEMENT PRO	LA by the "DEPAR	ie S RTN	, between the above Local services in connection with the State of Illinois under the general MENT", will be used entirely or in part		
Man		Milworks Avenue		Section Description					
Nam Rout	•	Milwaukee Avenue IL 21 Length							
Term	-	Length Winchester Road		Mi i	FT		(Structure No. <u>N/A</u>)		
urn	ane	on: The project will consist of on Winchester Road, extendi ville, IL.	const ng the	ructing a new southbound right t e eastbound left turn lane storag	urn lane e thru re	on -str	IL Route 21, a new eastbound right iping and traffic signal modernization		
				Agreement Provisions					
The I	Eng	ineer Agrees, (See Attachmo	nt A)					
l. T p	o pe	erform or be responsible for th osed improvements herein bef	e per ore d	formance of the following engine escribed, and checked below:	ering se	rvic	es for the LA, in connection with the		
a	. С	Make such detailed surveys	as a	re necessary for the preparation	of detaile	ed i	roadway plans		
b	. С	Make stream and flood plair of detailed bridge plans.	hydi	aulic surveys and gather high w	ater data	ı, aı	nd flood histories for the preparation		
C.	c. Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.								
d.	Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.								
e.	e. Prepare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.								
f.									
g.		with five (5) copies of the pla	ns, s	led plans, special provisions, propecial provisions, propecial provisions, proposals and rnished to the LA by the ENGIN	estimate	es.	estimates of cost and furnish the LA Additional copies of any or all actual cost for reproduction.		
h.		Furnish the LA with survey a easement and borrow pit and as required.	nd dra chai	afts in quadruplicate of all neces nnel change agreements includi	sary righ ng prints	nt-o of	f-way dedications, construction the corresponding plats and staking		
		·							

Note: Four copies to be submitted to the Regional Engineer

	i. Assist the LA in the tabulation and interpretation of the contractors' proposals
	j. Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT'S Bureau of Local Roads & Streets.
	k. Prepare the Project Development Report when required by the DEPARTMENT.
(2)) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.
(3)	To attend conferences at any reasonable time when requested to do so by representatives of the LA or the Department.
(4)	In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, eve though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor. This shall apply only to the plans prepared by the Engineer.
(5)	That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
(6)	That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.
The	e LA Agrees,
	To furnish the ENGINEER all presently available survey data and information To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, the not to exceed amoun of \$86,617.39 on the basis of the following compensation formulas:
	Cost Plus Fixed Fee ☐ CPFF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or ☐ CPFF = 14.5%[DL + R(DL) + 1.4(DL) + IHDC], or ☐ CPFF = 14.5%[(2.3 + R)DL + IHDC]
	Where: DL = Direct Labor IHDC = In House Direct Costs OH = Consultant Firm's Actual Overhead Factor R = Complexity Factor
.	To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:
	With Retainage ■
	a) Progress Payments, upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
i	b) Final Payment – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
[☐ Without Retainage

- a) For progressive payments Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) Final Payment Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum o money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
- 4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus __139%_ percent incurred up to the time he is notified in writing of such abandonment.
- 5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREEs, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus ________ percent to cover profit, overhead and readiness to serve. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

It is Mutually Agreed,

- 1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
- 2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
- 3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
- 4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused the AGR which shall be considered as an original by their duly author	EEMENT to be executed in quadruplicate counterparts, each of ized officers.
Evacuted by the LA:	
Executed by the LA:	·
	County of Lake of the
	(Municipality/Township/County)
ATTEST:	State of Illinois, acting by and through its
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Executed by the ENGINEER:	
ATTEST:	
	11. 1166
By G. Mul	By Wille Coll
Title Vice President	Title Dresident
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	•
Approved	
Date	
Department of Transportation	
Regional Engineer	
County Engineer	
On behalf of IDOT pursuant to Agreement of Understanding dated January 22, 2003	
- ' '	

Attachment A Basic Scope of Services IL Route 21 (Milwaukee Avenue) and Winchester Road Libertyville, IL February 18, 2008

UNDERSTANDING OF THE ASSIGNMENT

It is our understanding that Lake County has had initial discussions with the Village of Libertyville to construct a southbound right turn lane on IL Route 21 (Milwaukee Avenue), extend the existing eastbound left turn lane on Winchester Road and create two westbound thru lanes on Winchester Road up to the Winchester House west driveway as part of the traffic mitigation plan for the proposed Lake County permit facility. IL Route 21 (Milwaukee Avenue) is under the jurisdiction of the Illinois Department of Transportation (IDOT). Winchester Road is under the jurisdiction of Lake County. Therefore, coordination with both agencies will be required. It is anticipated that the project will be administered through IDOT's Bureau of Local Roads and Streets as a MFT project, with assistance from LCDOT.

The project will consist of preparing an Intersection Design Study (IDS), roadway plans and traffic signal modernization plans for IL Route 21 (Milwaukee Avenue) and Winchester Road. Roadway and traffic signal plans will be designed to meet the applicable IDOT and LCDOT standards.

SECTION I - SCOPE OF BASIC SERVICES

We have developed a scope of services that includes, Intersection Design Study, roadway and traffic signal improvement plans.

Task 1 – Topographic Survey

LCDOT will provide CBBEL with a complete full topographic survey, including existing cross sections, of the project limits in electronic format. The completed survey will provide the basis for the design plans to be completed. This information will be supplemented with existing plans to be obtained from IDOT and LCDOT as well as a field reconnaissance of the site location to verify existing conditions.

<u>Task 2 – Geotechnical Analysis:</u> CBBEL will coordinate the geotechnical analysis with our sub-consultant TSC for this task of the project. The geotechnical analysis will include standard penetration borings to explore subsurface conditions. The results of the analysis will be summarized in a report presenting the results of the field exploration and laboratory testing. The report will include recommendations pertaining to roadway

base preparation and earthwork requirements, pavement design and discussion of any unusual conditions which may affect the intended construction.

<u>Minchester Road:</u> This task will consist of developing an IDS for the proposed intersection improvements. The IDS will be prepared at a scale of 1" = 50' using survey and topographic survey data from Task 1 and the traffic impact study previously prepared by CBBEL. The IDS will include the following:

- a. Intersection capacity analyses for a.m. and p.m. peak hour design year traffic volumes.
- Existing and projected peak hour volumes.
- c. Existing and proposed intersection geometrics.
- d. Proposed signal layout.
- e. Elements controlling design.
- f. General notes.

The IDS will be submitted to IDOT for review. Any review comments by IDOT will be incorporated into the final IDS and submitted to IDOT for formal approval.

<u>Task 4 – Drainage Analysis:</u> CBBEL will study the existing drainage pattern and design the drainage system to accommodate the roadway improvements as well as to comply with local stormwater management ordinances. CBBEL will also provide documents to meet IDOT drainage requirements as described in IDOT District One Drainage Connection Checklist. Included in this task are preparation of the existing drainage plan and proposed drainage plan, stormwater detention analysis, and design of drainage system including storm sewer, inlet spacing, ditch and detention, if required.

<u>Task 5 - Roadway Improvement Plans - IL Route 21 (Milwaukee Avenue) at Winchester Road:</u> We will proceed with the development of construction plans for the proposed intersection improvements upon approval of the IDS. As part of the Roadway Improvement Plans, a Stormwater Pollution Prevention Plan (SWPPP) will be developed and required to be on site with the contractor at all times.

<u>Task 5.1 - Base Sheet Preparation:</u> We will prepare base sheets at a scale of 1" = 20' for the intersection improvement plans using the topographic survey from Task 1.

<u>Task 5.2 - Roadway Improvement Plans:</u> We will prepare the roadway improvement plans based on the approved IDS in Task 3 and the base sheets developed in Task 5.1. The roadway improvement plans will include the following:

SHEETS	NO
Cover Sheet General Notes/Summary of Quantities	1

Existing Conditions and Removal Plan (20 scale) IL Route 21 (Milwaukee Ave)	_
Winchester Dr I)
Winchester Road Roadway/Goometric Blog and Bustil (02)	-
Roadway/Geometric Plan and Profile (20 scale)	
IL Route 21 (Milwaukee Ave)	
Winchester Road 2	
Drainage and Utility Plan (20 scale)	
IL Route 21 (Milwaukee Ave) 2	,
Winchester Road 2	
Traffic Signal Plans 6	
Pavement Marking and Signage Plan (50 scale) 2	
Erosion Control/Stormwater Pollution Prevention	
Plan	
Roadway Cross Sections @ 50' Intervals 5	
Design and Standard Details	
Design and Standard Details 5	
TOTAL 38	5

<u>Minchester Road:</u> We will prepare the traffic signal modification plans using the proposed roadway geometric plan from Task 5.2. The traffic signal modernization plans will be developed based on IDOT standards current at the time said plans are prepared. The traffic signal plans will include the following:

- a. Temporary signal and removal plans
- b. Preliminary, pre-final and final traffic signal modernization plans.
- c. Cable plan and schedule of quantities.
- d Phase designation diagram and emergency vehicle preemption sequence.
- e. Interconnect plan.
- f. Technical specifications employing IDOT special provisions to the extent that they apply will be assembled.

<u>Task 5.4 - Opinion of Cost:</u> We will prepare an engineer's opinion of probable construction cost based on the final roadway and traffic signal improvement plans.

Task 6 - Coordination with Lake County, IDOT and Village of Libertyville: A kick off meeting will be scheduled with IDOT and the County at the start of the project to define the overall scope and responsibility for utility relocation costs. In addition, CBBEL will meet with representatives from Lake County, IDOT and the Village of Libertyville to review the overall project and to determine specific design criteria required for the proposed roadway improvements. In addition, we will review with IDOT design review comments and permit requirements. We will attend up to five meetings for this task.

<u>Task 7 - Consultation During the Design Process:</u> We will meet with Lake County to advise as to the status of the project and concerns regarding specific design elements. The meetings will also serve to clarify specific design requirements that IDOT may want incorporated into the plans. We will attend up to three meetings for this task.

<u>Task 8 – Utility Coordination:</u> CBBEL will submit to the utility companies a set of prefinal and final engineering plans to verify or identify potential conflicts. CBBEL will notify Lake County of potential conflicts. CBBEL will request at this point that the utility companies begin engineering for the relocations. It is understood that Lake County maybe responsible for the cost of the utility companies engineering fees and relocation costs, if this project is not processed as a public improvement.

CBBEL will also attend meetings with the utility companies to coordinate the design of any necessary utility relocations by the utility companies. We will attend up to four meetings for this task.

SECTION II - SUPPLEMENTAL SERVICES

SUPPLEMENTAL SERVICES

Normal and customary engineering services do not include service in respect to the following categories of work, which are usually referred to as SUPPLEMENTAL SERVICES. If Client shall so advise Engineer and Engineer shall perform or obtain from others such services, Engineer will be paid on an hourly basis or based on subsequent proposal/contract agreements, at the option of Client. Additional Supplemental Services for the project include, but are not limited to, the following:

- Services due to major changes in general scope of the project.
- Changes to land plan or building changes; structural engineering; wetland assessment, delineation or mitigation; flood plain fill determination or associated hydraulic calculations or permit submittals; landscape design; revisions due to phasing of construction; construction phase services
- Revising studies, reports, and design documents previously approved by the Client and/or State, or other government agencies.
- Providing engineering design and construction services for unusual or unanticipated improvements, and for additional off-site improvements requested by the Client, municipality, other government agencies, or necessary to the project development beyond that being included under BASIC SERVICES herein.

- Attendance at and preparation of exhibits for Plan Commission and Board meeting and hearings not included under BASIC SERVICES. We can not accurately estimate the time and cost of this due to the nature of these meetings and of municipal reviews.
- Giving testimony as an expert witness for the Client in litigation or other court proceedings involving this project.
- Hydraulic channel analysis, lift station design.
- Preparation of environmental reports/studies or environmental survey request forms.
- Preparation of Phase I engineering reports and/or studies.
- Traffic Impact Analysis



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IL Route 21 (Milwaukee)

Average Hourly Project Rates

Section County Job No. PTB/Item Lake Consultant Christopher B. Burke Engineering, Ltd.

Date 02/19/08

Sheet 1 읶 2

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Average Hourly Project Rates

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